



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, OLC, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord acknowledged receipt of evidence submitted by the tenant. The landlord did not submit any documentary evidence for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue to be Decided

Are the tenants entitled to a monetary order for compensation for loss or damage under the Act, regulation or tenancy agreement claimed?

Are the tenants entitled to an order to compel the landlord to act in accordance with the Act, regulation or tenancy agreement?

Are the tenants entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

The tenants gave the following testimony. This month to month tenancy began on October 1, 2016 and ended on May 1, 2017. The monthly rent was \$1800.00. At the

outset of the tenancy the tenants provided a security deposit of \$900.00 which has already been addressed by the parties. The tenants testified that on March 19, 2017 the landlord verbally “evicted” them. The tenants testified that because of the verbal notice they immediately began searching for an apartment and were able to secure one on March 23, 2017. The tenants testified that the landlord brought the “official notice” to end the tenancy on March 25, 2017. The tenants testified that the landlord brought over a 2 Month Notice to End Tenancy for Landlords Use of Property. The tenants testified that the landlords’ were adding “boxes and terms” to the notice that would relieve the landlord of paying any compensation. The tenants testified that when the parties couldn’t agree to the terms, the landlord took the notice with them and never returned it to them. The tenants feel that they should be entitled to one month’s rent as compensation.

The landlords gave the following testimony. The landlords’ testified that on March 19, 2017 the tenants requested that they be allowed to build a shed on the property to store some items. The landlord advised them “not to bother” as he had some plans to convert the space into a daycare center in the future. The landlords testified that this was a conversation and that no firm decisions had been made yet. The landlords testified that the tenants gave notice on March 24, 2017 that they found a new place and that they would move out by May 1, 2017. The landlords testified that they were first time landlords and that they thought that they had to “close” all relations with the tenant and needed to issue a 2 Month Notice to end the tenancy. The landlords testified that when they met to discuss with the tenants the end of the tenancy, things got heated and the parties parted ways without serving any notice on the tenants. The landlords’ dispute that the tenants’ claim that they are entitled to any compensation.

### Analysis

Section 49 of the Act says a landlord may end a tenancy by giving notice to end the tenancy for a number of reasons. In the case before me neither party has supplied a copy of the Two Month Notice to End Tenancy for Landlords Use of Property; the landlords submit that there isn’t one. I spent a large portion of the hearing explaining the crucial and vital nature of this document to both parties. The Notice is not a trivial piece of information. It is the foundation that a tenant relies on to assist in their application for compensation. The tenant and the landlord had a conversation and the tenants decided to make a decision to move. The tenant gave notice to end the tenancy on March 24, 2017. The landlord was not required to issue any notice or any compensation. The tenants are not entitled to any compensation as they ended the tenancy.

Conclusion

The tenants' application is dismissed in its entirety.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 28, 2017

---

Residential Tenancy Branch